

**The Sacramento Union and Northern California
Newspaper Guild, Local 52, AFL-CIO. Case
20-CA-24823**

March 15, 1993

DECISION AND ORDER

**BY CHAIRMAN STEPHENS AND MEMBERS
DEVANEY AND RAUDABAUGH**

Upon a charge filed by the Union on August 10, 1992, the General Counsel of the National Labor Relations Board issued a complaint against the Sacramento Union, the Respondent, alleging that it has violated Section 8(a)(1) and (5) of the National Labor Relations Act. Although properly served copies of the charge and complaint, the Respondent has failed to file an answer.

On February 16, 1993, the General Counsel filed a Motion for Summary Judgment. On February 19, 1993, the Board issued an order transferring the proceeding to the Board and a Notice to Show Cause why the motion should not be granted. The Respondent filed no response. The allegations in the motion are therefore undisputed.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

Ruling on Motion for Summary Judgment

Section 102.20 of the Board's Rules and Regulations provides that the allegations in the complaint shall be deemed admitted if an answer is not filed within 14 days from service of the complaint, unless good cause is shown. The complaint states that unless an answer is filed within 14 days of service, "all of the allegations in the Complaint shall be considered to be admitted to be true and shall be so found by the Board." Further, the undisputed allegations in the Motion for Summary Judgment disclose by letter dated December 9, 1992, the Regional attorney notified the Respondent that unless an answer was received by December 16, 1992, a Motion for Summary Judgment would be filed. To date, no answer has been filed by the Respondent.

In the absence of good cause being shown for the failure to file a timely answer, we grant the General Counsel's Motion for Summary Judgment.

On the entire record, the Board makes the following

FINDINGS OF FACT

I. JURISDICTION

The Respondent, a corporation with an office and place of business in Sacramento, California, has been engaged in the publication of the Sacramento Union, a daily newspaper. During the calendar year ending December 31, 1991, a representative period, the Re-

spondent derived gross revenues in excess of \$200,000, held membership in or subscribed to various interstate news services, including Associated Press, published various nationally syndicated features, and advertised various nationally sold products. We find that the Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and that the Union is a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

Since at least January 1, 1983, and at all material times, the Union, by virtue of Section 9(a) of the Act, has been the designated exclusive collective-bargaining representative of the Respondent's employees in an appropriate unit, and has, since then, been recognized as such by the Respondent in successive collective-bargaining agreements, the most recent of which was effective from May 7, 1983, to May 5, 1986. The appropriate bargaining unit consists of:

All employees covered by the 1983-1986 collective bargaining agreement between the Sacramento Union and the Union; excluding all other employees, guards, and supervisors as defined in the Act.

On or about August 1, 1992, the Respondent, without notifying the Union or affording it an opportunity to bargain, discontinued the health insurance coverages for unit employees, discontinued on about the same date or on August 16, 1992, the unit employees' dental insurance coverages, and discontinued on or about September 1, 1992, the unit employees' disability insurance and life insurance coverages, all of which relate to the unit employees' wages, hours, and other terms and conditions of employment and are mandatory subjects of bargaining. We find that by engaging in such conduct, the Respondent has failed and refused, and is failing and refusing, to bargain collectively with the Union, and has violated Section 8(a)(1) and (5) of the Act, as alleged.

CONCLUSION OF LAW

By discontinuing health insurance coverages, dental insurance coverages, disability insurance coverages, and life insurance coverages for unit employees, the Respondent has engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(1) and (5) and Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, we shall order it to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act.

We shall order the Respondent to reinstate health insurance coverages, dental insurance coverages, disability insurance coverages, and life insurance coverages for unit employees that were unlawfully discontinued in about August and September 1992,¹ and to make whole unit employees for any expenses they may have incurred because of the Respondent's failure and refusal to provide such coverages, as set forth in *Kraft Plumbing & Heating*, 252 NLRB 891 fn. 2 (1980), enf. mem. 661 F.2d 940 (9th Cir. 1981), with interest thereon to be computed in the manner prescribed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987).

ORDER

The National Labor Relations Board orders that the Respondent, the Sacramento Union, Sacramento, California, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing and refusing to bargain collectively with Northern California Newspaper Guild, Local 52, AFL-CIO, which is the designated exclusive collective-bargaining representative of the Respondent's employees in an appropriate unit by discontinuing the unit employees' health insurance coverages, dental insurance coverages, disability insurance coverages, and life insurance coverages. The appropriate bargaining unit consists of:

All employees covered by the 1983-1986 collective bargaining agreement between the Sacramento Union and the Union; excluding all other employees, guards, and supervisors as defined in the Act.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Reinstate the health insurance coverages, the dental insurance coverages, the disability insurance coverages, and the life insurance coverages that were unlawfully discontinued in about August and September 1992, and make whole unit employees for any expenses they may have incurred as a result of the Respondent's discontinuance of such coverages, with interest as described in the remedy section of this decision.

¹ Any additional amounts applicable to these payments shall be computed in the manner prescribed in *Merryweather Optical Co.*, 240 NLRB 1213 (1979).

(b) Preserve and, on request, make available to the Board or its agents for examination and copying, all payroll records, social security payment records, time-cards, personnel records and reports, and all other records necessary to analyze the amount of backpay due under the terms of this Order.

(c) Post at its facility in Sacramento, California, copies of the attached notice marked "Appendix."² Copies of the notice, on forms provided by the Regional Director for Region 20, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

(e) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

² If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX

NOTICE TO EMPLOYEES POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

WE WILL NOT fail and refuse to bargain collectively with Northern California Newspaper Guild, Local 52, AFL-CIO, which is the designated exclusive collective-bargaining representative of our employees in an appropriate unit by discontinuing health insurance coverages, dental insurance coverages, disability insurance coverages, and life insurance coverages for our unit employees. The appropriate bargaining unit consists of:

All employees covered by the 1983-1986 collective bargaining agreement between the Sacramento Union and the Union; excluding all other employees, guards, and supervisors as defined in the Act.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL provide unit employees with the health insurance coverages, dental insurance coverages, disability insurance coverages, and life insurance coverages that we unlawfully discontinued in August and September 1992, and WE WILL make whole unit employees for any expenses they may have incurred as a result

of our unlawful discontinuance of such coverages, with interest.

THE SACRAMENTO UNION